

PHYSICAL COLLOCATION  
(REGULATIONS)**9.0. USE OF DEDICATED SPACE (Continued)****9.3 Dedicated Space Use and Access**

- 9.3.1 The Collocator may use the Dedicated Space for placement of telecommunications equipment necessary for interconnection to SWBT or for accessing SWBT's unbundled network elements. The Collocator's employees, agents and contractors shall be permitted access to their collocated equipment 7 days a week, 24 hours a day without a security escort. Collocators shall provide SWBT with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure. SWBT will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. SWBT will provide Collocators with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with SWBT's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with paragraph 6.1.2 B. of this Tariff).
- 9.3.2 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the Dedicated Space or land for an adjacent structure to SWBT, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.
- 9.3.3 SWBT will not accept delivery of or responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between SWBT and the Collocator, a Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's or SWBT's personnel.

**9.4 Threat to Personnel, Network or Facilities**

Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to SWBT's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

**9.5 Interference or Impairment**

Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this tariff.

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**PHYSICAL COLLOCATION  
(REGULATIONS)****9.0. USE OF DEDICATED SPACE (Continued)****9.6 Interconnection to Others**

Within a contiguous area within the eligible structure, SWBT will permit Collocators to construct their own cross-connect facilities to other physical collocators using copper or optical facilities between collocated equipment located within the same Eligible Structure, subject only to the same reasonable safety requirements that SWBT imposes on its own equipment. SWBT shall not require physical-to-physical collocators to purchase any equipment or cross-connect capabilities solely from SWBT itself at tariffed rates. If requested by the collocator, SWBT will provide only the installation of physical structure(s) and the associated labor necessary for the Collocator(s) to pull its facilities from its equipment space to the equipment space of another Collocator. However, if the Collocators cannot physically pull the cable themselves (i.e., located on different floors), SWBT will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. SWBT (1) will not make any physical connection within the Collocator's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections.

9.6.1 If a physical Collocator and a virtual Collocator both have purchased dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then SWBT will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the Collocators' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that SWBT imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by the Collocators. At SWBT's option, the connection may be made either by SWBT or by the Collocators' installers, who shall be on SWBT's list of approved installation vendors.

**9.7 Personal Property and Its Removal**

In accordance with and subject to the conditions of this tariff, the Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet SWBT standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personality and may be removed by the Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense pursuant to paragraph 9.8 following.

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**PHYSICAL COLLOCATION  
(REGULATIONS)****9.0 USE OF DEDICATED SPACE (Continued)****9.8 Alterations**

In no case shall the Collocator or any person acting through or on behalf of the Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of SWBT. SWBT shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that SWBT has the right to reject or modify any such request except as required by state or federal regulators. The cost of any SWBT provided construction shall be paid by the Collocator in accordance with SWBT's custom work order process.

**10.0 STANDARDS****10.1 Minimum Standards**

SWBT requires that all equipment to be collocated in SWBT's Eligible Structures meet Level 1 safety requirements as set forth in Bellcore Network Equipment and Building Specifications (NEBS) but SWBT may not impose safety requirements on the Collocators that are more stringent than the safety requirements it imposes on its own equipment. SWBT may not deny collocation of Collocator's equipment because the equipment fails to meet NEBS reliability standards. SWBT will publish, at least quarterly, a list of all network equipment installed within the network areas of its facilities with the previous twelve (12) months that fails to meet the Level 1 safety requirements of Bellcore NEBS and update the list as needed to keep it current. In the event that SWBT believes that the collocated equipment will not be or is not necessary for interconnection or access to unbundled network elements or determines that the Collocator's equipment does not meet NEBS Level 1 safety requirements, the Collocator will be given ten (10) business days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, SWBT or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

**10.2 Revisions**

Within 45 days of approval of this revised tariff by the Missouri Public Service Commission, SWBT shall revise its Interconnector's Collocation Services Handbook for Physical Collocation in Missouri and its Technical Publication(s) for Physical Collocation. Any revision to SWBT's Interconnector's Collocation Services Handbook for Physical Collocation in Missouri or its Technical Publication(s) for Physical Collocation shall become effective and thereafter applicable under this tariff. The Handbook and Technical Publication(s) may then subsequently be revised from time to time by joint agreement of SWBT and all affected Collocators. Where agreement cannot be obtained, SWBT and the Collocator(s) shall attempt to negotiate a resolution to any disagreements. In the event that SWBT and the Collocator(s) cannot negotiate a resolution, a change must be approved by the Commission. Such publications will be shared with Collocators.

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**PHYSICAL COLLOCATION  
(REGULATIONS)****10.0 STANDARDS (Continued)****10.2.1 Dispute Resolution Process for Revisions or Implementation of Technical Publications**

Disputes that cannot be resolved by the parties regarding revisions to or implementation of SWBT technical publications that apply to physical collocation arrangements will be resolved by use of (1) mediation, (2) any dispute resolution process promulgated by the Commission, or (3) any other method mutually agreed to by the parties. Either party may use any of these options to obtain a resolution of the dispute.

**10.3 Compliance Certification**

The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to paragraph 9.2 Equipment List; paragraph 9.2.1 Subsequent Requests to Place Equipment; or otherwise, shall be compliant with Bellcore NEBS Level 1 safety requirements, except to the extent that SWBT has deployed the same noncompliant network equipment in the network area(s) of its central offices. The collocator may place Digital Loop Carrier Equipment, and/or, Digital Subscriber Line Carrier Equipment of its choosing in its space.

**11.0. RE-ENTRY**

If the Collocator shall default in performance of any tariff provision herein, and the default shall continue for sixty (60) calendar days after receipt of written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SWBT may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this tariff will be terminated without prejudice to any other remedies SWBT might have.

SWBT may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the notice required by the preceding paragraph.

In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and 30 days have passed since the date of the request for resolution under this paragraph, parties may seek more formal dispute resolution procedures as described in their respective interconnection agreement, where applicable.

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**PHYSICAL COLLOCATION  
(REGULATIONS)****12.0 INDEMNIFICATION OF SWBT**

Except as otherwise provided and to the extent not contradicted herein, the indemnity provisions of the Interconnection Agreement between SWBT and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this paragraph supersede or override the indemnification provisions contained in the interconnection agreement between SWBT and Collocator. Additionally, in the event of a conflict between indemnification provisions in the interconnection agreement and the Tariff, the provisions in the interconnection agreement will control.

Collocators shall indemnify and hold harmless SWBT the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and other employer obligations which may be asserted against SWBT where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Tariff; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Tariff or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of SWBT or its employees. The provisions in this paragraph are reciprocal and applicable also to SWBT.

SWBT shall, make best efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to any Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep SWBT and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford SWBT and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

**13.0 SERVICES AND MAINTENANCE****13.1 Operating Services**

SWBT shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, 24 hours a day, 7 days a week. Any business telephone services ordered by the Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable SWBT tariffs.

**13.2 Maintenance**

SWBT shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Collocator to access the Dedicated Space.

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PHYSICAL COLLOCATION  
(REGULATIONS)

**13.0 SERVICES AND MAINTENANCE (Continued)**

**13.3 Equipment Staging and Storage**

No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (i.e. filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, e.g. cardboard boxes, paper, packing material, etc. Safety standards prohibit the storage of chemicals of any kind. (Refer to Interconnector's Guide for Collocation for further details.

**13.4 Legal Requirements**

Except for paragraph 15.3, SWBT agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

**14.0 SWBT's RIGHT OF ACCESS**

SWBT, its agents, employees, and other SWBT-authorized persons shall have the right to enter collocated space at any reasonable time on three days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by SWBT hereunder, and for any other purpose deemed reasonable by SWBT. SWBT may access the collocated space for purpose of averting any threat of harm imposed by the collocater or its equipment or facilities upon the operation of SWBT equipment, facilities and/or personnel located outside of the collocated space; in such case, SWBT will notify the collocater by telephone of that entry and will leave written notice of entry in the collocated space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

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PHYSICAL COLLOCATION  
(SERVICES AND RATES)**15.0 GENERAL**

- 15.1 The rates and charges in this tariff are applicable only for physical collocation arrangements in Eligible Structures as defined in paragraph 2 of this tariff. SWBT allocates the charges for space preparation and security charges on a prorated basis so the first collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique collocator requests for collocation options directly attributable to the requesting collocator will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.
- 15.2 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the eligible structure. SWBT will rent parking spaces to Collocators on a first-come, first-served basis if such space is available. Collocators may not park in spaces that are reserved for SWBT vehicles and which are designated as reserved. SWBT shall not unreasonably reserve for its own use all parking at the Eligible Structure. Collocators shall be allowed to have reasonable use of and access to loading docks. Collocators and SWBT are required to follow all posted traffic and SWBT signs and follow all applicable parking and traffic laws and ordinances.
- 15.3 The rates and charges in this tariff do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB.
- 15.3.1 If SWBT is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of Collocator's collocation arrangement, SWBT will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Structure, based on the total space utilized by each Collocator.
- 15.3.2 Should SWBT benefit in any way whatsoever from the ADA upgrades, it shall absorb half of the cost when there is one benefiting collocator, one-third when there are two, and so on.
- 15.3.3 Should SWBT be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a collocator was collocated in the CO), SWBT shall absorb all of the costs related to such an upgrade.
- 15.4 The rates and charges set forth herein are for physical collocation arrangements, while charges for interconnection and access to unbundled network elements are as set forth in a negotiated interconnection agreement and any applicable SWBT tariffs.
- 15.5 The term of the Collocation agreement shall be concurrent with the terms of the interconnection agreement unless the collocator chooses a month-to-month term.

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**PHYSICAL COLLOCATION  
(SERVICES AND RATES)****16.0 PREPARATION CHARGES**

- 16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this section. These rates and charges are found in paragraph 21 Rates and Charges, following.
- 16.2 SWBT will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges (as defined in paragraph 17.2.2 following), using the same or consistent practices that are used by SWBT for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located. SWBT will permit Collocators to review the contractor invoices. To insure efficient use of space, SWBT will provide a physical collocation area supporting as many square foot units of collocation space as is reasonably available in each specific Eligible Structure where space is available. SWBT will provide collocation space within Active Collocation Space, if available. If Active Collocation Space is not available, Other (Inactive) Collocation Space may be provided. SWBT will not require Collocators to use separate rooms or floors which only serves to increase the cost of collocation and decrease the amount of available collocation space. SWBT will not utilize unreasonable segregation requirements to impose unnecessary additional cost on Collocators.
- 16.3 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of SWBT, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with SWBT, and the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval set forth in paragraph 6.1.3 Interval, preceding with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.
- 16.4 The collocator may elect to install its own Point of Termination (POT) Frame, or request that SWBT provide and install a POT Frame, to be placed in the collocator's cage or in the collocation area. When the Collocator elects to install its own POT frame/cabinet, SWBT may still provide and install the required DC power panel as set forth in 20.7, DC Power Panel, following. In this case, the construction interval set forth in paragraph 6.1.3 Interval, may be exceeded.

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**PHYSICAL COLLOCATION  
(SERVICES AND RATES)****17.0 CHARGES****17.1 Monthly Charges**

The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or 5 days after the Collocator has been notified that the preparation of the Dedicated Space is complete, and shall apply each month or fraction thereof that physical collocation is provided. For billing purposes, each month is considered to have 30 days. The applicable recurring charges are set forth in paragraph 21 Rates and Charges, following, for use of the Dedicated Space.

**17.2 Nonrecurring Charges**

17.2.1 Nonrecurring charges are one-time charges that apply for specific work activity associated with providing physical collocation, per request, per Eligible Structure.

17.2.2 With respect to any preparation of the Dedicated Space, the Collocator shall pay SWBT fifty percent (50%) of the estimated nonrecurring Preparation Charges as specified for in paragraph 16. Preparation Charges, preceding the commencement of work and fifty percent (50%) of any Custom Work Charges at the time that 50% of the work is completed.

The remaining portion of any Custom Work Charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Collocator either (1) when the Dedicated Space is complete and prior to occupancy, or (2) in six (6) equal monthly installments, with a "carrying charge" based on the average prime commercial paper rate then in effect and applicable to under/overcharges as set forth in SUBST. R. 23.45(g). In the event the Collocator vacates the Dedicated Space during the six (6) month period, all outstanding nonrecurring charges will become due immediately and payable by the Collocator.

**17.3 Individual Case Basis (ICB)**

SWBT may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Tariff. ICB charges may only be imposed subject to the requirements defined in paragraph 2.0. (Definition of Custom Work Charges) and to the process established in paragraph 20.1 of this Tariff.

**17.4 Outstanding Balances**

All outstanding balances, including monthly recurring charges and electrical power consumption, will be included in the final bill to the Collocator.

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**PHYSICAL COLLOCATION  
(SERVICES AND RATES)**

**18.0 REGENERATION**

- 18.1 Regeneration is required for collocation in an Adjacent Structure if the cabling distance between the collocator's POT bay or termination point located in an adjacent structure and SWBT's cross-connect bay exceeds ANSI limitations. Regeneration is not required in any other circumstances except where the collocator specifically requests regeneration. Required regeneration and collocator-requested regeneration will be provided at the collocator's expense.

**19.0 RECONCILIATION OF INTERIM COLLOCATION AGREEMENTS**

For interim collocation agreements that were entered into between SWBT and the Collocator prior to the approval of this tariff, SWBT and the Collocator shall perform a true-up, without calculation of any interest amounts based upon the tariff charges approved by the Commission. This true-up and any associated payments from either SWBT or the Collocator to the other shall occur within a reasonable amount of time after the tariff charges become effective, and shall not effect the right of either SWBT or the Collocator to appeal any Commission order with respect to such tariff proceeding.

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**PHYSICAL COLLOCATION  
(SERVICES AND RATES)****20.0 RATE ELEMENTS****20.1 Determination of Charges Not Established in Tariff (Custom Work Charges)**

- A. Rate Elements - In the event that SWBT seeks to impose a rate element or charge to a Collocator that is not specifically provided for in this Tariff, SWBT shall be required to provide the quote for the rate element within the same time frames provided for in paragraph 6.1.3 of this Tariff. When SWBT provides the price quote containing rate elements or charges that are not established in this Tariff, SWBT shall also provide all cost support for the proposed rate element or charge, and shall rely on the total long-run incremental cost methodology as used by the Commission in setting rates for this Tariff.
- B. In the event the collocator disputes the rate element or charge proposed by SWBT that is not specifically provided for in this Tariff, the collocator shall notify SWBT of its dispute with the proposed charge in writing. In the event the dispute is not resolved within fifteen (15) days from the date of the Collocator's notification, then the Collocator may file a request for dispute resolution with Central Records of the Commission. In its request, the Collocator should provide a copy of SWBT's price quote, a detailed explanation of the charges in dispute, and the Collocator's proposed charges and requested relief. The Commission shall use its Dispute Resolution Rules to resolve the complaint. Any Commission resolution or agreement reached by the Collocator and SWBT after the dispute has been filed with the Commission shall be made public. In the event that the Collocator files a request for dispute resolution with the Commission, the Collocator may seek interim relief pending final resolution of the dispute, subject to true-up of the final rates or charges set by the Commission. The Collocator may use, as a basis for interim relief, any rate approved by another state commission, agreed to by SWBT with another Collocator, or agreed to by any other incumbent LEC for provision of the same arrangement or work.

**20.2 Planning Fees**

The Planning Fee, as specified in the SWBT Interconnector's Collocation Services Handbook for Physical Collocation in Missouri, recovers SWBT costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for the physical collocation arrangements. The initial Planning Fee will apply to the Collocator's physical collocation request. In addition, a nonstandard Planning Fee will apply when a request includes DC power requirements other than 2-20, 2-50, or 2-100 AMP power feeds for Caged, Cageless, or Caged Common Collocation, or 2-100, 2-200, 2-300, or 2-400 AMP power feeds for Adjacent On-Site Collocation, or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions to the initial request, such as the addition of Collocator provided equipment that requires SWBT to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major revision to the initial request for physical collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution will be considered a total revision and result in the reapplication of an initial Planning Fee. Rates and charges are as found in paragraph 21.1 following.

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PHYSICAL COLLOCATION  
(SERVICES AND RATES)

**20.0 RATE ELEMENTS (Continued)**

**20.3 Caged Collocation**

The caged collocation option provides the collocator with an individual enclosure (not including a top). This enclosure is an area designated by SWBT within an Eligible Structure to be used by the collocator for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

SWBT will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation, and Safety and Security charges in increments of one (1) square foot. For this reason, collocators will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., 50 square feet of cage space for a single bay) and will ensure that the first collocator in a SWBT premises will not be responsible for the entire cost of site preparation and security. Rates and charges are as found in paragraph 21.2 following.

When a collocator constructs its own cage and related equipment, the collocator will not be subject to the Cage Preparation Charge as set forth in paragraph 21.2 following. The Collocator may provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in paragraph 16.3 preceding will apply.

If the collocator elects to install, or requests that SWBT provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for cageless collocation found in paragraph 21.2 following applies.

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PHYSICAL COLLOCATION  
(SERVICES AND RATES)

**20.0 RATE ELEMENTS (Continued)**

20.3 Caged Collocation (Continued)

A. Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for SWBT within Missouri.

- Construction costs
- Operating costs

B. Site Conditioning Charge

Consists of the following and represents costs per square foot necessary to condition basic floor space to accommodate telecommunications equipment:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

C. Common Systems Materials Charge

Consists of the following elements per square foot and represents the following charges:

- Installation and maintenance of iron work, racking, and lighting above the cage

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**PHYSICAL COLLOCATION  
(SERVICES AND RATES)****20.0 RATE ELEMENTS (Continued)****20.3 Caged Collocation (Continued)****D. Safety and Security**

This charge represents reasonable costs incurred by SWBT to secure its equipment contained within Eligible Structure. This charge is expressed as a recurring rate on a per square foot basis and was developed based on implementation of varying combinations of the following security measures and devices. This rate may include only the costs associated with the most cost-effective method of security systems, which may consist of a sub set of the following:

- Interior Security Partition separating SWBT equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

In the event SWBT elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security camera system for such eligible structure shall be applicable. In no event shall a CLEC be required to pay for both an interior security partition to separate SWBT's equipment in an Eligible Structure and a security camera system for such Eligible Structure. Construction of interior security partition shall not impair access to CLEC's equipment that is collocated under the cageless option.

**E. Cage Preparation**

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in paragraph 21.2 following.

- Grounded wire partition
- Door key Set
- Lights
- Outlets
- Cable rack and support structure inside the cage
- Cage sign
- 

**F. RSM Option**

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the RSM option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

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**PHYSICAL COLLOCATION  
(SERVICES AND RATES)****20.0 RATE ELEMENTS (Continued)****20.3 Caged Collocation (Continued)****20.3.1 Caged Common Collocation**

The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by SWBT within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

Caged Common Collocation space will be provided where space permits when five (5), or more Collocators have provided SWBT with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit. When these criteria have been met, SWBT will construct a common cage minimum of 550 sq. ft. of space unless Collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, SWBT will construct the cage to the Collocators' combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion.

SWBT will provide a caged enclosure (without a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. Terms and conditions for contractors performing cage construction activities are set forth in paragraph 16.3 and Rates and charges are as specified in 21.3.1.

SWBT will provide floor space site conditioning and Safety and Security charges per rack, bay, or frame and Floor Space, Caged Common Systems Materials, and Cage Preparation in increments of one linear foot. The first collocator in SWBT premises will be responsible only for its pro rata share of the cost of site preparation and security. Charges to each collocator will be based per rack, bay, or frame and linear foot of rack space used by each collocator. Rates and charges are contained in paragraphs 21.3.1.

Establishing and maintaining a 550 sq. ft. floor space minimum requirement for Caged Common Collocation, where applicable, will not be a basis for a claim that space is Legitimately Exhausted.

**(A) Eligible Structure Floor Space Charges**

Consists of the following elements which are based on the average cost for SWBT within Missouri.

- Construction costs
- Operating costs

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PHYSICAL COLLOCATION  
(SERVICES AND RATES)

**20.0 RATE ELEMENTS (Continued)**

20.3 Caged Collocation (Continued)

20.3.1 Caged Common Collocation Missouri (Continued)

(B) Site Conditioning Charge

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment per rack, bay, or frame:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

(C) Common Systems Materials Charge

Consists of the following elements per linear foot and represents the following charges:

- Installation and maintenance of iron work, racking, and lighting above the Common Cage.

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PHYSICAL COLLOCATION  
(SERVICES AND RATES)**20.0 RATE ELEMENTS (Continued)****20.3 Caged Collocation (Continued)****20.3.1 Caged Common Collocation Missouri (Continued)****(D) Safety and Security**

This charge represents reasonable costs incurred by SWBT to secure its equipment contained within the Eligible Structure. This charge is expressed as a recurring rate on a per rack, bay, or frame and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating SWBT equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

In the event SWBT elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security camera system for such Eligible Structure shall be applicable. In no event shall a CLEC be required to pay for both an interior security partition to separate SWBT's equipment in an Eligible Structure and a security camera system for such Eligible Structure. Construction of interior security partition shall not impair access to CLECs equipment that is collocated under cageless option.

**(E) Cage Preparation**

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in paragraph 21.3.1 following.

- Grounded wire partition
- Door key set
- Lights
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

**(F) RSM Option**

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the RSM option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

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PHYSICAL COLLOCATION  
(SERVICES AND RATES)**20.0 RATE ELEMENTS (Continued)****20.4 Cageless Collocation**

The Cageless Collocation charges consists of floor space, bay and aisle lighting and the design and placement of common systems materials in an area designated by SWBT within an eligible structure to be used by the collocator for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

SWBT will provide Floor Space, floor space site conditioning, safety and security, and building and common systems materials charges per relay rack, bay, or frame. Collocators shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten (10) square feet). The first collocator in SWBT premises will be responsible only for its pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each collocator will be based upon the number of frames used by each collocator. Rates and charges are found in paragraph 21.3.

**A. Eligible Structure Floor Space Charges**

Consists of the following elements which are based on the average cost for SWBT within Missouri.

- Construction costs
- Operating costs

**B. Site Conditioning Charge**

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment per rack, bay, or frame:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

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PHYSICAL COLLOCATION  
(SERVICES AND RATES)

**20.0 RATE ELEMENTS (Continued)**

20.4 Cageless Collocation (Continued)

C. Cageless Common Systems Materials Charge

Consists of the following elements per rack, bay, or frame and represents the following charges:

- Support materials for overhead lighting
- Bay and aisle lights
- AC electrical access for bay framework
- Central Office ground bar assembly and termination materials
- Extension of Central Office ground cables
- Auxiliary framing for support of cable racking materials
- Horizontal fiber protection duct system
- All associated mounting hardware and fabrication materials

D. Safety and Security

This charge represents reasonable costs incurred by SWBT to secure its equipment contained within the used space of the Eligible Structure. This charge is expressed as a recurring rate on a per rack, bay, or frame and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating SWBT equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarm

In the event SWBT elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security camera system for such Eligible Structure shall be applicable. In no event shall a CLEC be required to pay for both an interior security partition to separate SWBT's equipment in an Eligible Structure and a security camera system for such Eligible Structure. Construction of interior security partition shall not impair access to CLEC's equipment that is collocated under cageless option.

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PHYSICAL COLLOCATION  
(SERVICES AND RATES)**20.0 RATE ELEMENTS (Continued)****20.5 DC Power Consumption**

The DC Power Charge consists of use of the DC power system, with AC input and AC backup for redundant DC power expressed on a per amp basis. The cost for HVAC to support DC Power Consumption is recovered as a separate but related rate element on a per 10-amp basis. DC Transmission Energy Charge provided per 2" mounting space consists of the AC energy to provide redundant DC power to an CEV/HUT/Cabinet arrangement expressed in a monthly rate. Rates and charges are as found in paragraph 21.4.

**20.6 DC Power Panel (Maximum 50 AMP) (Optional)**

This DC power panel is optional with each application requiring DC power designed to provide up to 50 (maximum) AMPS per feed of DC current. This rate element may be provided by SWBT. Rates and charges are as found in paragraph 21.5 following.

**20.7 DC Power Panel (Maximum 200 AMP) (Optional)**

At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 AMPS per feed of DC current, however the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by SWBT technical support. This rate element may be provided by SWBT. Rates and charges are as found in paragraph 21.6 following.

**20.8 Eligible Structure Ground Cable Arrangement, Each**

The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in the Collocator's Dedicated Space. Adjacent structure ground cable arrangement is found in paragraph 20.24. Rates and charges are as found in paragraph 21.7 following.

**20.9 Security Cards**

The Security Cards Charge consists of a charge per five (5) new cards or replacement cards, for access cards, and ID cards. Rates and charges are as found in paragraph 21.8 following. SWBT will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate SBC Photo ID Card and Electronic Access For Collocators and Associated Contractors form, which is located on the CLEC ONLINE website. In emergency or other extenuating circumstances (but not in the normal course of business), collocators may request that the twenty-one (21) day interval be expedited, and SWBT will issue the access and/or ID cards as soon as reasonably practical. Rates and charges for such expedited requests are as found in paragraph 21.9 following.

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PHYSICAL COLLOCATION  
(SERVICES AND RATES)

**20.0 RATE ELEMENTS (Continued)**

20.10 Bits Timing (Per two circuits) (Optional)

A SWBT provided single signal from the SWBT timing source to provide synchronization between a Collocator's single network element and SWBT's equipment. Rates and charges are as found in paragraph 21.9.

20.11 Standard Bay or Cabinet, Each (Optional)

The collocator may elect to provide its own bay or cabinet in either its cage space or in a cageless space designated by SWBT or may request that SWBT provide and install the bay or cabinet in the cageless space only. If the collocator elects for SWBT to provide a bay or cabinet, the rates and charges are as found in paragraph 21.10. When, at the collocator's option, a bay or cabinet is placed in space designated by SWBT, appropriate floor space charges will apply. The bay or cabinet may be designated as the physical point of termination for interconnection between the Collocator's facilities and SWBT facilities, previously referred to as "Point of Termination (POT) bay."

20.12 Interconnection Arrangement Options

Collocators will select one or more of the interconnection arrangements listed below:

20.12.1 DS1 Interconnection Arrangement (DSX or DCS), Each

A SWBT provided arrangement of twenty-eight (28) DS1 connections per arrangement between the collocator's optional POT Frame or equipment bay and the SWBT network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to the SWBT Main Distribution Frame. If regeneration is required because the cabling distance between the collocator's POT bay or termination point located in an Adjacent Structure and SWBT's cross-connect bay exceeds ANSI limitations or where the collocator specifically requests regeneration, it will be at the collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in paragraph 21.11 following.

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**PHYSICAL COLLOCATION  
(SERVICES AND RATES)****20.0 RATE ELEMENTS (Continued)****20.12.2 DS3 Interconnection Arrangement (DSX or DCS), Each**

A SWBT provided arrangement for one (1) DS3 connection per arrangement between the collocator's optional POT Frame or equipment bay and the SWBT network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to the SWBT Main Distribution Frame. If regeneration is required because the cabling distance between the collocator's POT bay or termination point located in an adjacent structure and SWBT's cross connect bay exceeds ANSI limitations or where the collocator specifically requests regeneration, it will be at the collocator's expense. Rates and charges are as found in paragraph 21.11 following.

**20.12.3 Copper Cable Interconnection Arrangement, Each**

A SWBT provided arrangement that provides one hundred (100) copper (non-shielded) connections between the collocator's optional POT frame or equipment bay and the SWBT network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to the SWBT Main Distribution Frame. Rates and charges are as found in paragraph 21.11 following.

**20.12.4 Shielded Cable Arrangement, Each**

A SWBT provided arrangement that provides one hundred (100) (shielded) connections between the collocator's optional POT frame or equipment bay and the SWBT network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to the SWBT Main Distribution Frame. Rates and charges are as found in paragraph 21.11 following.

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PHYSICAL COLLOCATION  
(SERVICES AND RATES)

**20.0 RATE ELEMENTS (Continued)**

20.13 Optical Circuit Arrangement

This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to the SWBT network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to the SWBT Main Distribution Frame. Rates and charges are as found in paragraph 21.12 following.

20.14 Timing Interconnection Arrangement (Optional)

Timing lead (1 pair) of wires provided by SWBT to the Collocator's dedicated Collocator's physical collocation space or optional POT frame or equipment bay. Rates and charges are as found in paragraph 21.13 following.

20.15 Power Arrangement Provisioning

The Power Arrangement is the cable and the cable rack including support and fabrication material expressed as a combination of a non-recurring and monthly rate for either 2-20 AMP, 2-50 AMP, or 2-100 AMP feeds. Rates and charges are as found in paragraph 21.14 following.

20.16 Entrance Facility Conduit, Per Fiber Cable Sheath

Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between the SWBT designated manhole and the cable vault of the eligible structure. Rates and charges are as found in paragraph 21.15 following.

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PHYSICAL COLLOCATION  
(SERVICES AND RATES)

**20.0 RATE ELEMENTS (Continued)**

**20.17 Entrance Fiber Charge, Per Cable Sheath**

The Entrance Fiber Charge reflects the time interval spent by SWBT in pulling the Collocator's cable facilities from the SWBT designated manhole, through the SWBT cable vault and through the SWBT cable support structure to the collocator's equipment. Rates and charges are as found in paragraph 21.16 following.

**20.18 Miscellaneous Charges (Optional)**

Consists of charges for miscellaneous construction-related items associated with Cageless Pot Bay or Cabinet. Rates and charges per are as found in paragraph 21.17 following.

**20.19 Two Inch Vertical Mounting space in CEVs, Huts and Cabinets**

A two-inch vertical mounting space in a standard equipment mounting in a CEV, Hut or cabinet for the placement of equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment. Rates and charges are as found in paragraph 21.18.

**20.20 Pre-visits**

**General Applications**

Prior to submitting an application, the prospective collocator may elect to arrange with SWBT to visit an Eligible Structure for the purpose of permitting the collocator to determine if the structure meets the potential collocator's business needs and if space is available in the structure for the potential collocator's physical collocation arrangement. Prospective collocators electing to pre-visit SWBT Eligible Structures must submit their request in writing ten (10) business days in advance. Pre-visits will be scheduled for a date that is mutually agreeable to both parties. Prospective collocators will not be allowed to take photographs, make copies of SWBT site-specific drawings or make any notations. For pre-visits, SWBT will limit the number of SWBT employees attending the pre-visit to one SWBT employee, unless a different number of SWBT employees is mutually agreed upon. The Collocator will only be billed for the times of the employee approved by the collocator and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the collocator will be charged for the time SWBT employees spend traveling and will be based on fifteen-minute increments. Rates and Charges are as found in paragraph 21.19.

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**PHYSICAL COLLOCATION  
(SERVICES AND RATES)****20.0 RATE ELEMENTS (Continued)****20.21 Construction Inspections**

During the construction of all forms of physical collocation space required under this tariff, Collocators shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the tariffed or agreed upon interval, collocators will be granted two (2) additional visits per thirty (30)-day extension. Requests for construction inspections shall be given to the contact number as specified in paragraph 4.2. If any travel expenses are incurred, the collocator will be charged for the time SWBT employees spend traveling and will be based on fifteen (15)-minute increments. Rates and charges are as found in paragraph 21.20.

**20.22 Adjacent On-Site Structure Arrangements**

If a collocator elects to provide an adjacent On-site structure as described in paragraph 6.1.1 E. preceding, when all available space is Legitimately Exhausted inside a SWBT Eligible Structure, SWBT will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent On-Site Structure Arrangement request. Rates and charges are found in paragraph 21.21 following. In addition, should the collocator elect to have SWBT provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required. Rates and charges for the DC Power Panel are found in paragraphs 21.5 and 21.6 following.

**Planning Fee**

An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent on-site structure and the ILEC on an Adjacent On-site initial or subsequent collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to the Collocator's Adjacent on-site structure. Rates and charges are found in paragraph 21.21 following.

**20.23. Adjacent Off-Site Arrangement**

If the collocator elects to provide an adjacent off-site structure as defined in paragraph 2.0. of this tariff and as described in paragraph 6.1.1 (E) preceding, when all available space is Legitimately Exhausted inside a SWBT Eligible Structure and Collocator's Adjacent On-Site Space is not within 50 feet of the Eligible Structure's outside perimeter wall, SWBT will provide the following sub-elements to the extent technically feasible. The Adjacent Off-Site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure. When the Collocator elects to collocate by Adjacent Off-Site Arrangement, the Collocator shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are as found in paragraph 21.22 and 21.22.1.

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